



PATENT  
Attorney Docket No.: MEDIV2020-2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Carpenter et al. Art Unit: 3734  
Application No.: 10/788,747 Examiner: V.Q. Bui  
Filed: February 26, 2004 Conf. No.: 8116  
Title: BIOACTIVE STENTS AND METHODS FOR USE THEREOF

Mail Stop PETITION  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

REQUEST FOR CORRECTION OF INVENTORSHIP  
PURSUANT TO 37 CFR § 1.48(a)

Sir:

This communication is to amend the original naming of inventors in the above-identified Nonprovisional Patent Application under 37 CFR § 1.48(a).

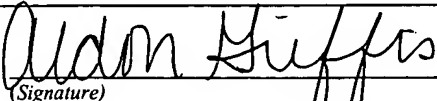
Please add the following person as an inventor of this application:

1. **Ramaz Katsarava**  
1A Tskhneti str.  
App. 16  
0162 Tbilisi  
GEORGIA

11/01/2006 SSESHE1 00000001 10788747

02 FC:1464

130.00 OP

CERTIFICATION UNDER 37 CFR §1.8	
I hereby certify that the documents referred to as enclosed herein are being deposited with the United States Postal Service as first class mail on this date, <b>October 26, 2006</b> , in an envelope addressed to: Mail Stop PETITION, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.	
Aldon Griffis (Name of Person Mailing Paper)	
 (Signature)	<b>October 26, 2006</b> (Date)

In re Application of:  
Carpenter et al.  
Application No.: 10/788,747  
Filed: February 26, 2004  
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PATENT  
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Enclosed is Check No. 583676 in the total amount of \$1,500.00; which consists of \$130.000 for the processing fee for correction of inventorship in a nonprovisional application pursuant to 37 CFR §§ 1.48(a)(4) and 1.17(i); and \$1,370.00 for the fee for the acceptance of an unintentionally delayed claim for priority under 37 CFR §§ 1.78(a)(3)(ii) and 1.17(t). The Commissioner is hereby authorized to charge any other fees associated with the filing submitted herewith, or credit any overpayments to Deposit Account No. 07-1896.

Respectfully submitted,

Date: October 26, 2006



Lisa A. Haile, J.D., Ph.D.  
Registration No. 38,347  
Telephone: (858) 677-1456  
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**USPTO Customer Number 28213**  
DLA PIPER US LLP  
4365 Executive Drive, Suite 1100  
San Diego, CA 92121-2133



PATENT  
ATTORNEY DOCKET NO. MEDIV2020-2

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants:	Carpenter et al.	Art Unit:	3734
Application No.:	10/788,747	Examiner:	V.Q. Bui
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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT OF ADDED INVENTOR UNDER 37 C.F.R. § 1.48(a)**

Sir:

I, Ramaz Katsarava, hereby declare as follows:

The error in inventorship in the above-identified patent application, specifically the failure to include me as an inventor, occurred without deceptive intention on my part. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 21 September 2006

R. Katsarava  
Ramaz Katsarava



PATENT  
Attorney Docket No.: MEDIV2020-2

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants:	Carpenter et al.	Art Unit:	3734
Application No.:	10/788,747	Examiner:	V.Q. Bui
Filed:	February 26, 2004	Conf. No.:	8116
Title:	BIOACTIVE STENTS AND METHODS FOR USE THEREOF		

**Mail Stop PETITION**  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT OF ASSIGNEE CONSENTING TO CHANGE OF INVENTORSHIP**

Sir:

The assignee, MEDIVAS, LLC., having a place of business at 6275 Nancy Ridge Drive, San Diego, California 92121, hereby consents to the Request for Correction of Inventorship under 37 CFR 1.48(a) of the above-identified patent application, specifically the addition of Ramaz Katsarava of Tbilisi, Georgia as an inventor.

MEDIVAS, LLC. certifies that it is the assignee of the patent application identified above by virtue of an assignment from the inventors thereof. The Notice of Recordation of Assignment was recorded on April 27, 2004 on Reel 015269, Frame 0118.


The undersigned has reviewed all the documents in the chain of title of the above-identified patent application and, to the best of undersigned's knowledge and belief, title is in the named assignee.

In re Application of:  
Carpenter et al.  
Application No.: 10/788,747  
Filed: February 26, 2004  
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PATENT  
Attorney Docket No.: MEDIV2020-2

The undersigned declares and states that he is an officer of the assignee and is empowered to sign this document on behalf of the assignee, that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent.

MEDIVAS, LLC.

By :   
(Signature)

Name : KENNETH W. CARPENTER  
(Typed or Printed Name)

Title : PRESIDENT & C.E.O.

Date : 20 SEP 2006



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 22, 2004

PTAS

GRAY CARY WARE & FREIDENRICH LLP  
JUNE M. LEARN, J.D., PH.D.  
4365 EXECUTIVE DRIVE, SUITE 1100  
SAN DIEGO, CA 92121-2133



\*102735226A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/27/2004

REEL/FRAME: 015269/0118  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: MEDIV2030

ASSIGNOR:  
CARPENTER, KENNETH W.

DOC DATE: 03/01/2004

ASSIGNOR:  
ZHANG, HUASHI

DOC DATE: 03/02/2004

ASSIGNOR:  
MCCARTHY, BRENDAN J.

DOC DATE: 03/01/2004

ASSIGNOR:  
SZINAI, ISTVAN

DOC DATE: 03/01/2004

ASSIGNOR:  
TURNELL, WILLIAM G.

DOC DATE: 03/01/2004

ASSIGNOR:  
GOPALAN, SINDHU M.

DOC DATE: 03/02/2004

015269/0118 PAGE 2

ASSIGNEE:

MEDIVAS, LLC

6350 NANCY RIDGE DRIVE, SUITE 103

SAN DIEGO, CALIFORNIA 92121

SERIAL NUMBER: 10788747

FILING DATE: 02/26/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: BIOACTIVE STENTS AND METHODS FOR USE THEREOF

ANTIONE ROYALL, EXAMINER

ASSIGNMENT DIVISION

OFFICE OF PUBLIC RECORDS

05-03-2004

PA

Docket No.: MEDIV2030

To the Honorable Commissioner for Patents and Trade

102735226

Documents or copy thereof.

## 1. Name of Conveying party(ies):

- a. Kenneth W. Carpenter
- b. Huashi Zhang
- c. Brendan J. McCarthy
- d. Istvan Szinai
- e. William G. Turnell
- f. Sindhu M. Gopalan

Additional name(s) of conveying party(ies)  
attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of name  
☐ Other

Execution Date: a. March 1, 2004  
 b. March 2, 2004  
 c. March 1, 2004  
 d. March 1, 2004  
 e. March 1, 2004  
 f. March 2, 2004

## 2. Name and address of receiving Party(ies)

Name: MediVas, LLC

Internal Address: \_\_\_\_\_

Street Address: 6350 Nancy Ridge Drive, Suite 103City: San Diego State: CA Zip Code: 92121

Additional name(s) & address(es) attached?  
☐ Yes ☒ No

APR 29 AM 8:01  
 OPR/FINANCE

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/788,747

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: June M. Learn, J.D., Ph.D.GRAY CARY WARE & FREIDENRICH LLPStreet Address: 4365 Executive Drive, Suite 1100City: San Diego State: CA Zip Code: 92121-21336. Total number of Applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed - Check No.: 558201  
☒ Authorized to charge any underpayment to  
 Deposit Account No. 50-1355.

DO NOT USE THIS SPACE

## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

June M. Learn, J.D., Ph.D. (Reg. No. 31,238)

Name of Person Signing

Signature

April 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

04/30/2004  
 01 FC:802  
 40 00 DP  
 10788747  
 00000051  
 INGESTION

ASSIGNMENT  
BY INVENTOR(S)

This assignment ("Assignment") is made by Kenneth W. Carpenter, of San Diego, California, Huashi Zhang, of Arcadia, California, Brendan J. McCarthy, of Escondido, California, Istvan Szinai, of San Diego, California, William G. Turnell, of San Diego, California, and Sindhu M. Gopalan, of San Diego, California (collectively, the "Assignors") to MediVas, LLC ("Assignee"), having a place of business at 6350 Nancy Ridge Drive, Suite 103, San Diego, California 92121.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled, **BIOACTIVE STENTS AND METHODS FOR USE THEREOF**, for which an application for United States Letters Patent was filed on **February 26, 2004** in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/788,747.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Assignor: Kenneth W. Carpenter

Date: March 1, 2004

Signature: Kenneth W. Carpenter

Assignor: Huashi Zhang

Date: March 2, 2004

Signature: HZ 2

Assignor: Brendan J. McCarthy

Date: 3/1/04

Signature: Brendan J. McCarthy

Assignor: Istvan Szinai

Date: 3/1/04

Signature: Istvan Szinai

Assignor: William G. Turnell

Date: 1<sup>st</sup> - MARCH 2004

Signature: Will T - cell

Assignor: Sindhu M. Gopalan

Date: 3/2/2004

Signature: Sindhu